

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Amendment #1 to M-4875-09/DRR - Engineering Services for the Seminole County Regional Water Treatment Facility at Yankee Lake

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute Amendment #1 to M-4875-09/DRR with CH2M Hill, of Orlando, Florida, to add Fixed Fee compensation in the amount of \$595,260.00.

County-wide

Ray Hooper

**BACKGROUND:**

M-4875-09/DRR provides Engineer of Record Services during the construction of the Seminole County Regional Water Treatment Facility at Yankee Lake.

Amendment #1 will provide Fixed Fee compensation for additional services that include reporting, cost, schedule and document control. These specific services are being deducted from Work Order #20 (Program Management Services FY 2007-FY 2009) which was issued under PS-5190-05/DRR - Program Management for the Environmental Services Department Capital Improvement Program. The attached backup documentation includes the deductive Work Order, which will be executed by staff.

The following is a summary of the total compensation for the Agreement:

Original Agreement Amount (Not-To-Exceed)	\$1,451,274.00
Amendment #1 (New Fixed Fee)	\$ 595,260.00
Revised Agreement Total	\$2,046,534.00

This is a budgeted project, and funds are available in Yankee Lake Surface Water Plant (Account #087817.560650, CIP #00181601).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute Amendment #1 to M-4875-09/DRR with CH2M Hill, of Orlando, Florida, to add Fixed Fee compensation in the amount of \$595,260.00.

**ATTACHMENTS:**

1. M-4875-09\_DRR - Amendment #1 (CH2MHILL)
2. M-4875-09\_DRR Amendment #1 - Backup Documentation

**Additionally Reviewed By:**

☒ County Attorney Review ( Arnold Schneider )

**FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT  
CONSTRUCTION OF SEMINOLE COUNTY REGIONAL WATER  
TREATMENT FACILITY AT YANKEE LAKE  
(M-4875-09/DRR)**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **CH2M HILL, INC.**, whose address is 225 East Robinson Street, Suite 505, Orlando, Florida 32801, hereinafter referred to as "ENGINEER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, ENGINEER and COUNTY entered into the above-referenced Agreement on \_\_\_\_\_, for engineer of record services during construction of the Seminole County Regional Water Treatment Facility at Yankee Lake; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 20 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

**SECTION 3. TIME FOR COMPLETION.** The services to be rendered by ENGINEER shall commence upon execution of this Agreement by the parties and shall be completed no later than ninety (90) calendar days after the

COUNTY's acceptance of Final Completion for the Construction Project CC-4623-09/DRR.

2. Section 4 of the Agreement is amended to read:

**SECTION 4. COMPENSATION AND PAYMENT.**

(a) For Tasks One through Four of the Scope of Services, COUNTY agrees to compensate ENGINEER for the professional services called for under this Agreement on a "Time Basis Method" in an amount not to exceed ONE MILLION FOUR HUNDRED FIFTY ONE THOUSAND TWO HUNDRED SEVENTY FOUR AND NO/100 DOLLARS (\$1,451,274.00). ENGINEER shall be compensated at the rates as shown on Exhibit B, attached hereto. COUNTY agrees to compensate ENGINEER an additional fixed fee of FIVE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$595,260.00) for Task Five of the Scope of Services. The total compensation paid to the ENGINEER pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of TWO MILLION FORTY-SIX THOUSAND FIVE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$2,046,534.00). Any allocation of hours for assigned tasks under Exhibit A, Attachment A shall be at the COUNTY Project Manager's discretion.

(b) Payments shall be made to ENGINEER for Tasks One through Four when requested as work progresses for services furnished, but not more than once monthly. ENGINEER may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of ENGINEER's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay ENGINEER the approved amount.

(c) The payment schedule for Task Five is hereby attached as Exhibit D.

(d) This Agreement is issued on a Time Basis Method, Limitation of Funds for Tasks One through Four and a Fixed Fee for Task Five. ENGINEER is not authorized to exceed said amounts without the prior,

written approval of the COUNTY. Said approval, if given, shall indicate a new Limitation of Funds amount. ENGINEER shall advise COUNTY Project Manager whenever ENGINEER has incurred expenses that equal eighty percent (80%) of the Limitation of Funds amount.

(d) The ENGINEER shall be required to execute the Truth in Negotiations Certificate attached hereto as Exhibit C.

(e) Changes to the ENGINEER's compensation rates for 2011 and all subsequent years shall be formally requested and shall be based upon the CPI index for the South Urban Area for the previous twelve (12) month period only. The COUNTY will process any CPI based request in accordance with the COUNTY's Administrative Code.

3. Section 5 of the Agreement is hereby amended to read:

**SECTION 5. REIMBURSABLE EXPENSES.**

(a) This Agreement is issued on a Time Basis Method for Tasks One through Four. Reimbursable expenses may be paid to the ENGINEER for Tasks One through Four only in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth by the COUNTY. For the purpose of this Section "local employee" is defined as those employees that live and/or work out of an office within a fifty (50) mile radius of the job. Reimbursable expenses may include actual expenditures made by ENGINEER, his employees or his professional associates in the interest of this Project for the expenses listed in the following paragraphs:

(1) Travel expenses in connection with this Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over this Project. Reimbursement for meals, travel,

vehicle mileage, tolls, and parking shall not apply to local employees of ENGINEER.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed for local employees.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY Project Manager, the cost of other expenditures made by ENGINEER in the interest of this Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

4. Section 6 of the Agreement is amended to read:

**SECTION 6. BILLING AND PAYMENT.**

(a) For Tasks One through Four, ENGINEER shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of ENGINEER;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by ENGINEER for all services performed by ENGINEER during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance

Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

Copies of the invoice shall be sent to:

Environmental Services Department  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773



(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from ENGINEER and shall be made pursuant to the provisions of Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act.

(c) Payment for Task Five shall be made according to the Schedule attached herein as Exhibit D, for services actually performed and completed.

5. Section 16 of the Agreement is amended to read:

**SECTION 16. INSURANCE.**

(a) General. ENGINEER shall, at ENGINEER's own cost, procure the insurance required under this Section.

(1) ENGINEER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by ENGINEER, ENGINEER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, ENGINEER shall, at the option of



COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In the event of a claim relating to this Project submitted to the ENGINEER's insurance carrier where coverage is denied by the ENGINEER's insurance carrier, if requested by COUNTY, ENGINEER shall, within thirty (30) days after COUNTY's request, make the applicable insurance policy available for COUNTY review.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by ENGINEER shall relieve ENGINEER of ENGINEER's full responsibility for performance of any obligation including ENGINEER's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an

insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, ENGINEER shall, as soon as ENGINEER has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ENGINEER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, ENGINEER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of ENGINEER, ENGINEER shall, at ENGINEER's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by ENGINEER and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) ENGINEER's insurance shall cover ENGINEER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. ENGINEER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractors' employees. The minimum required limits to be provided by both ENGINEER and its subcontractors are outlined in subsection (c)

below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) ENGINEER's insurance shall cover ENGINEER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by ENGINEER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. ENGINEER shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by ENGINEER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of ENGINEER.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve ENGINEER, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

6. Exhibit "A" of the Agreement is deleted in its entirety and is replaced by the new Exhibit "A", attached hereto.

7. Exhibit "D" of the Agreement is amended by the addition of services as indicated in Exhibit "A," attached hereto.

8. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

***(Signature Page Follows)***



IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CH2M HILL, INC.

\_\_\_\_\_  
MARGARET B. MCLEAN, Secretary

By: \_\_\_\_\_  
BRENDA VAN RAVENSWAAY,  
Vice-President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.



\_\_\_\_\_  
County Attorney

Attachments:

- Exhibit "A" - Scope of Services, including Attachments A-D
- Exhibit "D" - Task 5 Fixed Fee Payment Schedule

AEC/sjs  
11/23/09  
Rev. AWS 11-23-09

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EXHIBIT A  
CH2M HILL  
Scope of Services  
Seminole County Regional Water Treatment Facility (SCRWTF) at Yankee Lake  
Services During Construction  
(M-4875-09/DRR)

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## General

This Scope of Services will be performed under the Agreement for Engineering Services (AGREEMENT) between Seminole County (OWNER) and CH2M HILL, Inc. (ENGINEER) M-4875-09/DRR.

The purpose of this Scope is to set forth and authorize engineering and related services for the Services During Construction (SDC) as the Engineer of Record (EOR) for the OWNER's Regional Water Treatment Facility at Yankee Lake.

The tasks to be conducted under this Work Order are as follows:

- |        |   |
|--------|---|
| Task 1 | Services During Construction                            |
| Task 2 | Onsite Resident Engineering Services                    |
| Task 3 | Start-Up and Functional Testing                         |
| Task 4 | Record Drawings   |
| Task 5 | Reporting, Cost, Schedule and Document Control Services |

CH2M HILL will provide Services During Construction (SDC) as defined in this Work Order. SDC is intended to support the OWNER as the Engineer of Record during construction, to provide interpretation of technical documents, assist in clarification and respond to events that occur during construction. SDC is based upon the understanding that the Owner will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction.

A list of assumptions used in preparing the Scope is included as Attachment C. A list of additional services not included in this Scope is included as Attachment D.

## Project Description

The project facilities for the construction will be as described in the Bid Documents dated May 2009, which includes Drawings, Specifications and Standard Details.

### Task 1 – Services During Construction

The purpose of this task is to provide engineering services during construction as defined below.



## Task 1.a Project Meetings

**Project Meetings:** CH2M HILL will participate in monthly on-site construction status meetings and other meetings when requested by the Third Party Construction Manager (3PCM) and/or Owner.

## Task 1.b Shop Drawings, Samples and Submittals

- 1) **Review of Shop Drawings, Samples and Submittals:** CH2M HILL will perform reviews of the Contractor's shop drawings, samples, and other submittals during construction. CH2M HILL's Design Team will review shop drawings, samples and submittals for conformance with the design concepts and general compliance with the requirements of the design documents. Such review shall not relieve the Contractor from his responsibility for performance in accordance with the design documents, nor is such review a guarantee that the Contractor's work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- 2) **Scope of Review:** CH2M HILL's scope of review shall be based upon the scope of work defined by the design documents. The work scope also includes an average of 1.5 submissions by the Contractor for each shop drawing, sample or submission. Should additional reviews be required, CH2M HILL shall be entitled to additional compensation.

## Task 1.c Requests for Information and Interpretations of Design Documents

- 1) **Requests for Information:** As the Engineer of Record, CH2M HILL will provide responses to Requests For Information (RFI) generated by the Contractor or 3PCM. To support the preparation of signed/sealed Record Drawings, all changes to the design documents must be traceable to an approved RFI or other document approved by the Engineer of Record.
- 2) **Proposed Substitutions:** In support of the preparation of signed/sealed Record Drawings CH2M HILL will assist the 3PCM in reviewing and responding to the Contractor's requests for substitution of materials and equipment. CH2M HILL will review such requests and will advise the 3PCM as to the technical acceptability of such substitutions.

## Task 1.d Changes

**Review of Contractor's Request For Changes:** As the Engineer of Record CH2M HILL will review Contractor requests for changes to confirm that they meet the original design intent. The results of this review will be communicated to the 3PCM. CH2M HILL will evaluate and validate costs for change proposals presented by the Contractor for productivity and material components proposed as value engineering. The 3PCM will participate in these reviews.

## Task 1.e Factory and On-Site Tests

As the Engineer of Record, CH2M HILL will witness factory and on-site demonstration testing of the integrated control system.

## Task 1.f Site Visits

- 1) As the Engineer of Record CH2M HILL will conduct periodic site visits for inspections and meetings regarding civil, process/mechanical, electrical, structural, plumbing, HVAC, architectural, and I&C areas of the construction project as well as attend the construction progress meetings when requested by the 3PCM).
- 2) In order to produce signed and sealed Record Drawings the Engineer/ Architect of Record will periodically visit the site to confirm that the work is being constructed in accordance with the intent of the design documents

- 3) Site visits/inspections will be coordinated with the 3PCM.

CH2M HILL will also have an engineer on site during the pile driving process to monitor that work and address technical issues as they arise.

### **Task 1.g Permit Requirements**

As the Engineer of Record CH2M HILL will obtain, review, prepare, and submit information to address the requirements of the Florida Department of Environmental Protection (FDEP), Environmental Resource Program (ERP), United States Army Corps of Engineer's (USACE) and United States Fish and Wildlife (USFWS) permits issued for this project during construction. The main tasks of this work will include the following:

- 1) Prepare and implement an Eastern Indigo Snake Protection and Education plan. Response to 1 RAI and attend 1 meeting.
- 2) Manatee Protection training in accordance with the "Standard Manatee Conditions for In-Water Work (July 2005)".
- 3) Restoration Monitoring.
- 4) Preparation of a River Restoration Design and Methodology report.
- 5) Preparation of Monitoring Reports

## **Task 2 –Resident Engineering Services**

### **Task 2.a Resident Engineer – General**

- 1) Seminole County requires that the Engineer of Record provide signed and sealed Record drawings at the conclusion of construction. The Florida Board of Professional Engineers requires that the Engineer of Record exercise due care in assuring that the drawings that are signed and sealed adequately represent the constructed project, including deviations from the permitted plans. Therefore, CH2M HILL will provide one part time onsite Resident Engineer (RE) who will act as the on-site designee of the Engineer of Record in monitoring the progress and status of the construction.
- 2) The RE will be located in field offices to be provided by the Contractor in accordance with the terms of the contract for construction.
- 3) **Progress Reports:** As needed, the RE will assist the 3PCM with the preparation of weekly and monthly progress reports to the Owner
- 4) **Project Site Meetings:** The RE will attend periodic meetings with the 3PCM and Contractor and, if warranted, will plan and coordinate meetings to address specific design issues.
- 5) **Field Instructions and Orders:** As needed by 3PCM the RE will provide technical recommendations related to the issuance of field orders prepared by the 3PCM.

### **Task 2.b Resident Engineer – Design Team Coordination**

The RE will be responsible for the following:

- 1) **Serve as the liaison between the 3PCM, the Contractor and the design team:** The RE will be the primary contact between the 3PCM and Contractor and the design team.

- 2) **Site observation:** Review construction operations and deliverables as the designee of the Engineer of Record to support preparation of signed and sealed Record Drawings and final acceptance of the facility by the Owner.
- 3) **Shop Drawings, Samples and Submittals:** The Contractor will submit all shop drawings, samples and submittals to the Seminole County Program Document Controls for logging-in. Document Controls will ensure that shop drawings, samples and submittals are sent to the appropriate reviewer(s). The RE will also monitor the status of the review and work to ensure that all reviews are completed in a timely fashion.
- 4) **Design Clarifications and Interpretations of Design Documents:** The 3PCM will submit all Requests For Information (RFIs) and material substitution requests to Seminole County Program Document Controls for logging-in. Document Control will ensure that all Requests are submitted to the RE.
- 5) **On-Site Testing:** The RE will coordinate with the design team to ensure that the appropriate personnel are on-site when needed to witness on-site testing or other site activities.
- 6) **Site Visits:** The RE will coordinate site visits by the design team with the 3PCM and Contractor.

#### Task 2.c Resident Engineer – **Changes**

The Resident Engineer will be responsible for the following:

- 1) Assist the 3PCM and Owner with the issuance of changes to the contract for construction by providing appropriate design input.
- 2) Receive and review the Contractor's response to the Request For Change (RFC) proposed by the 3PCM/Owner and will obtain such further information as is necessary to provide a technical evaluation of the Contractor's proposal.
- 3) **Review of Contractor's Requested Changes:** The RE will review all Contractor requested changes to the contract for construction in order to make recommendations to the 3PCM regarding the acceptability from the design perspective of the Contractor's requested change.

#### Task 2.d Resident Engineer – **Record Drawings**

- 1) The RE will periodically check that the Contractor is maintaining an up-to-date set of red-line markups and will bring it to the attention of the 3PCM if there is a discrepancy. He will also maintain his own set of red-line markups that reflects RFIs and other approved design changes. Periodically he will verify the accuracy of the Contractor's markups by comparison with his set of markups. To support the preparation of signed/sealed Record Drawings, all red-lines must be traceable to an approved RFI or other document approved by the Engineer of Record.

#### Task 2.e Resident Engineer - Field Inspection

- 1) **Independent Testing, Inspection and Survey Services:** As needed by the 3PCM, the Resident Engineer will review the testing reports, inspection reports, survey documents and other information prepared by the independent firms. CH2M HILL shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

- 2) **Review of Work:** The 3PCM has the primary responsibility for inspection of all the work performed by the Contractor. The RE will assist the 3PCM with observations of the progress and quality of the work and determine, on a weekly basis, if the work is proceeding in accordance with the intent of the design documents. In performing these observations the RE is acting as the designee of the Engineer of Record.
- 3) **Deficient and Non-conforming Work:** Should the RE discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the design documents or applicable rules and regulations, the RE will bring this to the attention of the 3PCM.
- 4) **Subsurface and Physical Conditions:** Whenever the Contractor notifies the 3PCM of subsurface or physical conditions at the site which are different than that which the contract for construction provides for, the RE, when requested by the 3PCM, will inspect the conditions at the site and advise the 3PCM as to the appropriate action(s), and will assist in responding to the Contractor.

### Task 3 Start-Up and Functional Testing

- 1) CH2M HILL will assist the initial startup by providing thirty-three (33) man-days of assistance to the operating personnel assigned during the initial start-up period. Completion of this start-up will be required prior to Substantial Completion being achieved. CH2M HILL will review the Contractor's schedule for start-up testing and provide comments to the 3PCM.

### Task 4 – Record Drawings

In accordance with the design documents the Contractor is responsible for maintaining red-line markups that reflect the actual installed design. The Contractor shall provide these mark-ups to the 3PCM. The 3PCM, through the RE, will forward these mark-ups to CH2M HILL for the preparation of Record Drawings. These mark-ups along with the approved RFIs will form the basis for the Record Drawings. The Record Drawings will be signed and sealed.

The record drawings will be provided to the OWNER in electronic format, consistent with the version of CAD used by the OWNER.

### Task 5 – Reporting, Cost, Schedule, and Document Controls Services

The Yankee Lake SCRWTF project is a major component of the Seminole County Environmental Services Capital Improvement Plan (CIP) Program. Basic CIP Program support activities had been contracted under the existing PS-5190 Work Order No. 20, to include project administration, reporting, cost and schedule information tracking and document control. Seminole County has requested that program related support activities directly linked to the Yankee Lake SCRWTF project be incorporated into Contract M-4875-09/DRR as an amendment and these activities be removed from the existing Work Order No. 20. As such, the specific activities to be performed under Task 5 include:

#### Task 5.a – Project Controls

- 1) **Project Controls/Quality Control:** Project Control support for the Yankee Lake SCRWTF project will include the day-to-day activities, processes and procedures of CH2M HILL's Program Manager and the Program Management Team's (PMT's) Program Controls Staff in recording, tracking and reporting key project information related to project scope, schedule and cost in the CIP Master Program Schedule and Project Control System.

- 2) **Master Program Schedule:** Yankee Lake SCRWTF project schedule information will be maintained and revised in the CIP Master Program Schedule (MPS) through the agreed upon CIP Program process. Project Manager Schedule Update Meetings will be held monthly and will include a review of the schedule of activities for the project included in the Master Program Schedule (MPS) to show actual schedule progress.
- 3) **Cost Management:** Yankee Lake SCRWTF project cost information will be maintained and updated in the Project Control System (PCS). Financial analysis and support for the project will include tracking and reporting of project costs compared to authorized budgets.
- 4) **Change Management:** Changes to the Yankee Lake SCRWTF project scope, cost and schedule, to include project status resulting from changes to related contracts, work orders, amendments, change orders, invoices will be tracked through the agreed upon CIP Program Change Management Process. In coordination with the County Project Manager, the Program Management Team will log and process project changes in the PCS. As needed project changes will be brought to the CIP Program Change Management Board for review and approval.\_
- 5) **Project Information Updates:** Yankee Lake SCRWTF project information will be included in key CIP Program update meetings, reports and presentations. Appropriate project information will be included in Program monthly progress reports, annual validation plans, program portfolio and CIP updates to County management and the Board of County Commissioners until the County's acceptance of final completion of construction.\_

#### Task 5.b – Document Control

The agreed upon CIP Program Document control process will be utilized for the Yankee Lake project. Key project documents and correspondence will be processed, tracked, stored and cataloged electronically using the PMT document control system. Project documents will also be stored into the document management software from On-Base as required by SCESD. The PMT Document Control Staff will handle the following documents: construction submittals and resubmittals, field orders, change orders, materials testing reports, permits, requests for information (RFIs), requests for quotations (RFQs), inspection reports, contractor pay applications, consultant invoices, grant invoices, sales tax recovery documents, correspondence, e-mails, O&M manuals, schedule updates, As-Built & Record drawings, and closeout documents.

#### Safety

- 1) CH2M HILL will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- 2) CH2M HILL will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. CH2M HILL will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose CH2M HILL staff, or staff of CH2M HILL subcontractors, to unsafe conditions.
- 3) CH2M HILL will notify affected personnel of any site conditions which CH2M HILL observes that may pose an imminent danger.

## Responsibilities of Owner

- 1) The OWNER will provide a 3PCM. The 3PCM will be under contract to the OWNER.
- 2) The 3PCM will coordinate materials testing on behalf of the OWNER, as specified in the design documents.
- 3) OWNER will provide to CH2M HILL all data in OWNER's possession relating to CH2M HILL's services on the Project. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the OWNER.
- 4) OWNER will give prompt notice to CH2M HILL whenever OWNER observes or becomes aware of any development that affects the scope or timing of CH2M HILL's services, or of any defect in the work of CH2M HILL or the Contractor.
- 5) Contractor will provide a field office structure, furniture and computer equipment for CH2M HILL's RE. Monthly utility, telephone, and cleaning charges will be paid by Contractor. The OWNER will make facilities accessible to CH2M HILL.
- 6) Owner will make its facilities accessible to CH2M HILL as required for CH2M HILL's performance of its services and will provide labor and safety equipment as required by CH2M HILL for such access. Owner will perform, at no cost to CH2M HILL, such tests of equipment, machinery, pipelines, and other components of Owner's facilities as may be required in connection with CH2M HILL's services.
- 7) The Owner will examine information submitted by CH2M HILL and render in writing or otherwise provide decisions in a timely manner.
- 8) The Owner will furnish required information and approvals in a timely manner.
- 9) The Owner will confirm that all County contracts (agreements) with the Contractor and the 3PCM will not interfere with CH2M HILL's ability to perform work in this scope of services and to comply with the terms of this Agreement with the County.
- 10) The Owner will provide CH2M HILL personnel with transportation within the construction site as required for CH2M HILL to fulfill the requirements of this scope of services.

## Schedule

The estimated schedule for completion of the services described herein is 180 days after acceptance of the constructed project by the Seminole County.

## **Deliverables**

- Electronic copy of all project documents in the Program Document Control Files
- Eastern Indigo Snake protection and Education Plan
- River Restoration Design and Methodology Report
- Monitoring Reports
- Three (3) signed and sealed set of Record Drawings and an electronic PDF copy
- Monthly cost and schedule reports from PCS and MPS
- Project information included in routine CIP Program reports, portfolio and presentations



# ATTACHMENT A

## CH2M HILL Seminole County Regional Water Treatment Facility at Yankee Lake Services During Construction (M-4875-09/DRR)

Task	Description	Principal Engineer	Chief Engineer	Senior Professional Engineer/Scientist/Consultant	Professional Engineer/Scientist/Consultant	Project Engineer/Scientist/Consultant	Engineer/Scientist/Consultant	Senior Technician	Project Accountant	Office Clerical	TOTAL
1a	PROJECT MEETINGS	\$211.53	\$163.21	\$134.91	\$117.80	\$105.79	\$83.72	\$103.91	\$77.84	\$67.83	\$68,059
1b	SHOP DRAWINGS, SAMPLES & SUBMITTALS		417								
	DESIGN CLARIFICATIONS & INTERPRETATIONS OF		826	1168		374	487	305	96	374	\$ 437,267
1c	DESIGN DOCS		537	698		331	152	162	60	242	\$ 267,472
1d	CHANGES		181			28		8	6	7	\$ 34,276
1e	FACTORY & ON-SITE TESTS		80								\$ 13,057
1f	SITE VISITS		204	268		212					\$ 91,878
1g	PERMIT REQUIREMENTS	6	8	44	116	2		102		18	\$ 34,207
2a	RESIDENT ENGINEER - GENERAL					2746					\$ 290,499
	RESIDENT ENGINEER - DESIGN TEAM										included in Task 2.a
2b	COORDINATION										included in Task 2.a
2c	RESIDENT ENGINEER - CHANGES										included in Task 2.a
2d	RESIDENT ENGINEER - RECORD DRAWINGS										included in Task 2.a
	RESIDENT ENGINEER - FIELD INSPECTION										included in Task 2.a
2e	START-UP AND										
3	FUNCTIONAL TESTING	138	80	46							\$ 48,454
4	RECORD DRAWINGS	191	191	297		34		290	24	57	\$ 110,707
	TOTAL	144	2524	2521	116	3727	639	867	186	698	\$ 1,395,866
	EXPENSES (see Attachment B)										\$ 55,408
	TOTAL WORK ORDER										\$ 1,451,274

ATTACHMENT A  
CH2M HILL  
Seminole County Regional Water Treatment Facility at Yankee Lake  
Services During Construction  
(M-4875-09/DRR)

TASK 5 COST SUMMARY

Task 5 Labor	Totals	Program Manager	Asst Program Manager	Sr. Project Control Specialist	Project Control Specialist	Clerical	Project Accountant
		\$200.00	\$180.00	\$100.00	\$90.00	\$58.00	\$75.00
<b>Task 5.a - Project Controls</b>							
Project Control QC	145	75	30			30	10
Monthly Master Program Schedule Revisions	90	15	15	60			
Update Cost Data in PCS and Financial Reporting	330	0	0	210	120		
Change Management Process	240	30	30	120	60		
Annual Project Information Updates	105	30	15	30		30	
<b>Task 5.a Hours</b>	910	150	90	420	180	60	10
<b>Task 5.a. \$\$</b>	\$108,630.00	\$30,000.00	\$16,200.00	\$42,000.00	\$16,200.00	\$3,480.00	\$750.00
<b>Task 5.b - Document Control</b>							
Document Control	5410	0	15	60	5255	60	20
<b>Task 5.b Hours</b>	5410	0	15	60	5255	60	20
<b>Task 5.b. \$\$</b>	\$486,630.00	\$0.00	\$2,700.00	\$6,000.00	\$472,950.00	\$3,480.00	\$1,500.00
<b>Total Hours</b>	6320	150	105	480	5435	120	30
<b>Total \$\$</b>	\$595,260.00	\$30,000.00	\$18,900.00	\$48,000.00	\$489,150.00	\$6,960.00	\$2,250.00

**ATTACHMENT B**  
**CH2M HILL**  
**EXPENSE DETAIL**  
**Seminole County Regional Water Treatment Facility at Yankee Lake**  
**Services During Construction**  
**(M-4875-09/DRR)**

TASK	EXPENSE DESCRIPTION	QUANTITY	RATE	EXTENDED	TOTAL
1.a	Project Meetings				
	Car Rental	34	\$ 50.00	\$ 1,700.00	
	Gas	35	\$ 50.00	\$ 1,750.00	
	Mileage	112.36	\$ 0.550	\$ 61.80	
	Tolls	30	\$ 7.00	\$ 210.00	
	Hotel	8	\$ 120.00	\$ 960.00	
	Meals - Breakfast	7	\$ 10.00	\$ 70.00	
	Meals - Lunch	30	\$ 13.00	\$ 390.00	
	Meals - Dinner	10	\$ 27.00	\$ 270.00	
	Task 1a Subtotal				\$ 5,411.80
1.b	Shop Drawings, Samples and Submittals				
	Reproduction				
	8-1/2 x 11 Black & White	9000	\$ 0.10	\$ 900.00	
	Full Size drawings	900	\$ 1.00	\$ 900.00	
	11 x 17 Black & White	5400	\$ 0.20	\$ 1,080.00	
	Postage - Fed-Ex	225	\$ 50.00	\$ 11,250.00	
	Task 1.b Subtotal				\$ 14,130.00
1.e	Factory and On-Site Tests				
	Car Rental	5	\$ 50.00	\$ 250.00	
	Gas	5	\$ 50.00	\$ 250.00	
	Tolls	5	\$ 7.00	\$ 35.00	
	Meals - Lunch	5	\$ 13.00	\$ 65.00	
	Meals - Dinner	3	\$ 13.00	\$ 39.00	
	Task 1.e Subtotal				\$ 639.00
1.f	Site Visits				
	Car Rental	74	\$ 50.00	\$ 3,700.00	
	Gas	74	\$ 50.00	\$ 3,700.00	
	Tolls	74	\$ 7.00	\$ 518.00	
	Hotel	58	\$ 120.00	\$ 6,960.00	
	Meals - Breakfast	57	\$ 10.00	\$ 570.00	
	Meals - Lunch	132	\$ 13.00	\$ 1,716.00	
	Meals - Dinner	57	\$ 27.00	\$ 1,539.00	
	Task 1.f Subtotal				\$ 18,703.00
1.g	Permit Requirements				
	Reproduction				
	8-1/2 x 11 Black & White	2000	\$ 0.10	\$ 200.00	
	Full Size drawings	49	\$ 1.00	\$ 49.00	
	11 x 17 Black & White	1000	\$ 0.20	\$ 200.00	
	11 x 17 Color	500	\$ 1.00	\$ 500.00	
	8-1/2 x 11 Color	500	\$ 0.50	\$ 250.00	
	Car Rental	29	\$ 50.00	\$ 1,450.00	
	Gas	30	\$ 50.00	\$ 1,500.00	
	Mileage	112.36	\$ 0.550	\$ 61.80	
	Tolls	18	\$ 7.00	\$ 126.00	
	Postage - Fed-Ex	10	\$ 50.00	\$ 500.00	
	Meals - Breakfast	5	\$ 10.00	\$ 50.00	
	Meals - Lunch	30	\$ 13.00	\$ 390.00	
	Meals - Dinner	5	\$ 27.00	\$ 135.00	
	Hotel	5	\$ 120.00	\$ 600.00	
	Task 1.g Subtotal				\$ 6,011.80

**EXPENSE DETAIL**  
**Seminole County Regional Water Treatment Facility at Yankee Lake**  
**Services During Construction**  
**(M-4875-09/DRR)**

TASK	EXPENSE DESCRIPTION	QUANTITY	RATE	EXTENDED	TOTAL
3	Start-Up and Functional Testing				
	Car Rental	23	\$ 50.00	\$ 1,150.00	
	Gas	23	\$ 50.00	\$ 1,150.00	
	Mileage	114.6	\$ 0.550	\$ 63.03	
	Tolls	23	\$ 7.00	\$ 161.00	
	Hotel	9	\$ 120.00	\$ 1,080.00	
	Meals - Breakfast	8	\$ 10.00	\$ 80.00	
	Meals - Lunch	24	\$ 13.00	\$ 312.00	
	Meals - Dinner	8	\$ 27.00	\$ 216.00	
	Task 3 Subtotal				\$ 4,212.03
4	Record Drawings				
	Reproduction				
	8-1/2 x 11 Black & White	10000	\$ 0.10	\$ 1,000.00	
	Full Size drawings	4000	\$ 1.00	\$ 4,000.00	
	11 x 17 Black & White	6000	\$ 0.20	\$ 1,200.00	
	11 x 17 Color	50	\$ 1.00	\$ 50.00	
	8-1/2 x 11 Color	100	\$ 0.50	\$ 50.00	
	Task 4 Subtotal				\$ 6,300.00
	EXPENSE TOTAL				\$ 55,407.63

### **LIST OF ASSUMPTIONS**

The following assumptions were used when determining the compensation to CH2M HILL. These assumptions are presented to clarify the Scope of Services.

1. Based on a response provided to a Bidder question the construction period from notice to proceed to substantial completion of Construction will last 730 calendar days. Final completion of Construction will occur 60 days after substantial completion.
2. The project will be constructed under one general contract for construction.
3. Based on specification Section 01500 of the Design Documents the Contractor will provide a field office structure(s), and furniture for use by the CH2M HILL Resident Engineer. Monthly utility, internet access, telephone and cleaning charges will be paid by the Contractor.
4. The Project Manager (PM) for the SDC work and the Resident Engineer will attend the Pre-Construction meeting with the Contractor.
5. Monthly construction progress meetings will be attended by the CH2M HILL PM and the Resident Engineer. Sixteen hours per month has been allocated for the PM to attend this meeting and other site meetings as required.
6. Twenty-six (26) construction schedules and updates will be reviewed.
7. Three hundred fifteen (315) original submittals and one hundred fifty-seven (157) re-submittals will be reviewed. This includes shop drawings, O&M submittals and samples.
8. Four-hundred ninety-five (495) Requests for Interpretation/ Clarification will be reviewed and responded to. To support the preparation of signed/sealed Record Drawings, all changes to the design documents must be documented on an RFI or other document that will be approved by the Engineer of Record.
9. In order to support the preparation of signed/sealed Record Drawings CH2M HILL will review Contractor requests for changes for compatibility with the original design intent. The 3PCM is responsible for reviewing and confirming the validity of the cost of Contractor requests for change. The 3PCM will be responsible for negotiating change order requests.
10. One on-site and one factory instrumentation and control demonstration test will be witnessed for a total of ten days including travel time. All travel expenses will be paid by the 3PCM.
11. The only factory performance tests that CH2M HILL will observe will be the Integrated Control System tests (part of item 10 above).
12. Forty-five (45) days (including travel time) have been included for periodic field inspection trips by the design engineers. Some of these trips will be one day trips and others will be two day trips.
13. CH2M HILL will provide one part-time Resident Engineer for a average of 24 hours per week for a period of 24 months. The additional estimated hours, for the 24 month period,

is calculated at 10 percent of this value. A total of 2,746 hours have been allocated for Resident Engineer support.

14. CH2M HILL will provide a total of thirty-three (33) man-days of start-up assistance.
15. CH2M HILL will NOT prepare a Plan of Operations for startup and operation of the project.
16. CH2M HILL's SDC is based upon the schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of SDC and CH2M HILL's compensation for SDC, and will require an adjustment to CH2M HILL's compensation.
17. CH2M HILL will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall CH2M HILL be responsible for the Contractor's failure to perform in accordance with the design documents
18. CH2M HILL does not guarantee the performance of the Contractor. CH2M HILL's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and CH2M HILL shall not assume liability in any respect for the actual construction of the project.
19. CH2M HILL is not responsible for health or safety precautions of construction workers, the 3PCM or the Owner. CH2M HILL is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations. CH2M HILL will prepare approximately 275 Record Drawings based on mark-ups from the Contractor. Additional engineering review will be required to support the County's requirement to sign/seal the drawings. The signed/sealed drawings will have the following stamp:  
**THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED BY OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT LOCATION, TYPE OF COMPONENT NOR MANNER OF CONSTRUCTION. THE ENGINEER/ARCHITECT WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THE RECORD DRAWINGS.**

### **ADDITIONAL SERVICES**

The following services will be provided by CH2M HILL upon authorization of the Owner and agreement on compensation to CH2M HILL.

1. Services related to procurement or management of Third Party contractors.
2. Performance of materials testing, specialty testing and surveying services.
3. Services necessary due to the default of the Contractor.
4. Services related to damages caused by fire, flood, earthquake or other acts of God.
5. Services related to the Owner's operation and use of the completed project other than as specifically provided in the above scope of work.
6. Design and engineering services to prepare drawings, specifications and other information required to support issuing changes to the design documents to the Contractor.
7. Witnessing factory testing other than the integrated control system testing identified in Task 1.e.
8. Services related to closing out the contract for construction and commencement of the Owner's use of the completed work. This includes, but is not limited to substantial completion and final completion inspections.
9. Services related to claims submitted by the Contractor or disputes between the Contractor and 3PCM. This may include services for the preparation of detailed reports on contractor claims; provision of professional claims analysis services; participation in judicial or alternative dispute resolution of claims, preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
10. Preparation of detailed control narratives that are intended for use as input to the overall project O&M Manual that is being assembled by the 3PCM.
11. Services related to warranty claims, enforcement and inspection beyond that specified in this task order and as clarified by Attachment A.
12. Services supporting the Owner in public relations activities.
13. Services for review and/or preparation of Owner or Contractor proposed changes to the project beyond that specified in this Scope.
14. Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner.
15. Performing periodic labor evaluations and processing prevailing wage documentation.
16. Miscellaneous and supplemental services related to the project as requested by the Owner
17. Any other services designated in this scope of services as additional services.
18. Inspection services other than those provided by design engineers during periodic visits to the site.
19. Any additional program support activities other than described in Task 5 in scope and/or quantity.



**EXHIBIT D**  
**CH2M HILL**  
**Seminole County Regional Water Treatment Facility at Yankee Lake**  
**Services During Construction**  
**(M-4875-09/DRR)**

**TASK 5 FIXED FEE PAYMENT SCHEDULE**  
**(30 Months)**

**Task 5.a - Project Controls**

<b>Months</b>	<b># of Months</b>	<b>% Billed Per Month</b>	<b>Cumulative Total</b>
#1 - #29	29	3.33%	96.57%
#30	1	3.43%	100.00%
	30		

**Task 5.b - Document Control**

<b>Months</b>	<b># of Months</b>	<b>% Billed Per Month</b>	<b>Cumulative Total</b>
#1 - #4	4	5.00%	20.00%
#5 - #11	7	4.00%	48.00%
#12 - #19	8	2.50%	68.00%
#20 - #28	9	3.00%	95.00%
#29 - #30	2	2.50%	100.00%
	30		

# WORK ORDER AMENDMENT

Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA

Amendment Number: 1

Work Order Number: 20

Master Agreement No.: PS-5190-05/DRR Dated: March 7, 2006

Master Agreement Title: Program Management Services

Project Title: Program Management Services FY 2007 – FY 2009

Consultant/Contractor: CH2M HILL

Address: 225 E ROBINSON ST, STE 505  
ORLANDO, FL 32801

ATTACHMENTS TO THIS AMENDMENT: ☐ drawings/plans/specifications  
☒ reduction of scope of services – Attachment "A"  
☐ special conditions  
☐ additional method of compensation

In consideration of the mutual understandings and agreements contained herein, the parties agree Work Order Number 20 dated July 6, 2007, is amended as follows:

**This Work Order Amendment shall extend the completion time to March 31, 2010.**

**Through the execution of this Work Order Amendment, the remaining portions of Task #'s 1 & 3 for CIP Line Item 181601 shall be removed as stated within Attachment "A" to this Work Order Amendment, and the associated fixed fee compensation for these tasks provided by the CONSULTANT under this Work Order shall be reduced by ONE MILLION SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$1,073,142.00). The total revised amount of fixed fee compensation under this Work Order shall be NINETEEN MILLION THREE HUNDRED SEVEN THOUSAND ONE HUNDRED FORTY-TWO AND 49/100 DOLLARS (\$19,307,142.49). In addition, the COUNTY agrees to compensate the CONSULTANT for reimbursables under this Work Order as a new time basis not-to-exceed amount of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00), pursuant to Section 6 (c) of the executed Agreement for PS-5190-05/DRR. The Time Basis Limitation of Funds Amount for Task 4 remains unchanged in the amount of SIX HUNDRED FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$605,899.00).**

Except as herein modified, all terms and conditions of this Work Order shall remain in full force and effect for the term of this Work Order as originally set forth in said Work Order.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

CH2M HILL

\_\_\_\_\_  
(CORPORATE SEAL) \_\_\_\_\_, Secretary

By: \_\_\_\_\_, President  
Date: \_\_\_\_\_

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
(Procurement Analyst)

By: \_\_\_\_\_  
Ray Hooper, Purchasing & Contracts Manager

\_\_\_\_\_  
(Procurement Analyst)

Date: \_\_\_\_\_  
As authorized by Section 8.153 Seminole  
County Administrative Code.

**OC #804796**

**Original ON #18502**

# WORK ORDER AMENDMENT

## TERMS AND CONDITIONS

- a) Except as herein modified, all terms and conditions of the cited original Work Order (as previously amended, if applicable) shall remain in full force and effect for the term of the Work Order as originally set forth in said Work Order.
- b) In accordance with the Master Agreement, which states that any amendments shall be valid only when expressed in writing and duly signed by the parties, the parties desire to amend the cited Work Order as indicated.
- c) The Scope of Services attached to the cited Work Order may be modified as provided in any attached Exhibit "A" which will be incorporated by this reference.
- d) The CONSULTANT/CONTRACTOR shall provide said services pursuant to this Amendment, the cited Work Order (as further amended, if applicable), its Attachments, and the cited Master Agreement (as amended, if applicable) which are incorporated herein by reference as if they had been set out in their entirety.
- e) It is expressly understood by the CONSULTANT/CONTRACTOR that this Amendment, until executed by the COUNTY, does not authorize any changes to the cited Work Order and that the COUNTY, prior to its execution of the Amendment, reserves the right to cancel the Amendment without penalty if it is determined that to do so is in the best interest of the COUNTY.
- f) The CONSULTANT/CONTRACTOR shall sign the Amendment first and the COUNTY second. This Amendment becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Amendment will be forwarded to the CONSULTANT/CONTRACTOR upon execution by the COUNTY.
- g) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.


**CH2MHILL**
**CH2M HILL**

510 W. Lake Mary Blvd

Sanford, FL 32773

Tel 407.665.2050

Fax 407.665.2055

November 23, 2009

Ray Hooper  
 Seminole County  
 Purchasing and Contracts  
 1101 East First Street  
 Sanford, FL 32771

Subject: PS-5190-05/DRR, Work Order 20 Amendment

Dear Mr. Hooper:

This letter constitutes CH2M HILL concurrence to execute an amendment to Work Order (WO) 20 as discussed during negotiation meeting held November 19, 2009, as follows:

1. Removal of all remaining program management support services scope and remaining unbilled fee as of October 31, 2009 billing related to Capital Improvement Program (CIP) Line Item 00181601, Yankee Lake Surface Water Plant:
 

a. Task 1 – Program Management:	\$635,114.00
b. Task 3 – Construction Management:	\$438,028.00
c. Total Amount to be Deducted:	1,073,142.00
2. Reallocation of the remaining unbilled fee as of October 31, 2009 billing for Task 5 – Utility Enterprise Systems in the amount of \$73,275.00 from CIP 00181601 to another active CIP to allow remaining deliverables of WO 20 Task 5 to be completed and billed.
3. Extend the performance period for Work Order 20, which currently runs through December 31, 2009 to March 31, 2010.
4. Retain \$45,000.00 of the total amount deducted in para. 1.c. as a not-to-exceed amount to pay for reasonable, allowable CH2M HILL expenses to be approved in writing by the Environmental Services Director for construction office lease, vehicle leases, fuel, computer/copier/printer/fax equipment, and office supplies on a cost reimbursable basis, not to exceed \$15,000.00 per month for the period January 1, 2010 to March 31, 2010.

Sincerely,

CH2M HILL

DREW D. JETER  
 Program Manager  
 407.665.2051